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8 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
9 BEFORE THE REGIONAL ADMINISTRATOR
10 Region 10
11 Seattle, Washington

12 IN THE MATTER OF:)

13 S. J. NUDELMAN AND SON, INC.)

14 Respondent.)

Docket No. 1088-09-33-2615

AFFIDAVIT OF MARVIN NUDELMAN

15 STATE OF OREGON)

16 County of Multnomah) ss.

17 I, Marvin Nudelman, being first duly sworn, depose and say:

18 I make this affidavit on behalf of S. J. Nudelman and Son,
19 Inc. in compliance with the Consent Agreement and Final Order in
20 this case. All facts and statements contained in this affidavit
21 are within my personal knowledge.

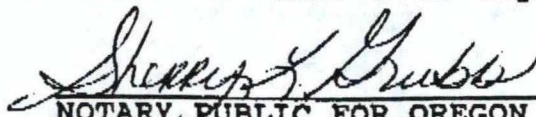
22 Following the filing of the Administrative Complaint in this
23 action, the electrical bushings that are the subject of alleged
24 violation 2 of EPA's complaint were investigated by myself among
25 others. The investigation revealed that the bushings at issue were
26 labelled with Diala-D label which is commonly known in the

1 electrical industry to be non-PCB containing fluid. Further, the
2 attached bid page from the Bonneville Power Administration sale of
3 government personal property to S. J. Nudelman effective through
4 November 30, 1984 which included the bushings at issue, reveals at
5 Page 5 that the sale included electrical equipment at Item 11
6 indicating at a minimum that the materials contain less than 50 ppm
7 PCBs. These records confirm that the bushings at issue were
8 considered to be non-PCB containing equipment by the BPA at the
9 time and further, the Diala-D labels substantiate the fact that
10 this is non-PCB containing equipment.

11
12 

13 Marvin Nudelman
14 2707 NW Nela Street
Portland, Oregon 97210
(503) 226-4051

15 SUBSCRIBED AND SWORN to before me this 17th day of April,
16 1989.

17 

18 NOTARY PUBLIC FOR OREGON

19 My Commission Expires: 11-05-92

Official Business
Penalty For Private Use \$300

FIRST CLASS

POSTAGE AND FEES PAID
GENERAL SERVICES ADMINISTRATION
GSA-361



General
Services
Administration
Sales Section - 10FB-P1
GSA Center - WHSE 1
AUBURN, WA 98002

ONE YEAR TERM CONTRACT

EFFECTIVE THROUGH NOVEMBER 30, 1984

Sealed Bid

Sale No: 10FB-P84-4-TC **SCRAP:** INCLUDING METAL - FERROUS & NON FERROUS, BRASS,
COPPER, ALUMINUM AND WOOD.

LOCATION: J. D. ROSS COMPLEX, P.O. BOX 491, VANCOUVER, WA 98660
Contact Mr. Gordon V. Davis - 206- 690-2431

Bid Opening - Date/Time: NOVEMBER 15, 1983 10:30 AM LOCAL TIME AT PLACE OF
OF BID OPENING

Bid Opening - Location: GENERAL SERVICES ADMINISTRATION
SALES SECTION - 10FB-P-1
GSA CENTER - WHSE 1
AUBURN, WA 98002

Inspection: NOT APPLICABLE, SEE GENERAL INFORMATION AND INSTRUCTIONS, PAGE 2

GENERAL INFORMATION AND INSTRUCTIONS

1. **SCOPE:** This contract covers the purchase and removal of scrap metal incident to the Depart. of Energy, Bonneville Power Administration operations at J. D. Ross Complex, Vancouver, WA. This contract period is from December 1, 1983 thru November 30, 1984.
2. **INSPECTION:** Paragraph 1 of the General Sale Terms and Conditions is not applicable since in most instances the property will not have been accumulated as of the date of submission of this bid. Available property may be seen at location site.
3. **QUANTITIES:** The quantity shown is estimated as a yearly generation and is for bid evaluation purposes only. The quantities to be generated are not precisely known, therefore, no guarantee is given or implied as to quantities or dollar value anticipated from contract. Condition D of Standard Form 114C-2 is amended accordingly.
4. **BIDDING:** Bidders will insert amount bid per unit in space allotted. Bidder must complete and sign bid and award sheet, page 5, and return pages 4 and 5.

SPECIAL CONDITIONS

ARTICLE A: PAYMENT. Payment in full is to be made directly to the agency ordering the pickup and within 10 days after removal of property, accompanied by certified weight certificates covering material being paid for. Payments must be made payable to Bonneville Power Administration. Billing will be based on American Metal Market, (a daily publication) on the day successful bidder picks up material. Payment will be mailed to Bonneville Power Administration, Accounting Operation Division, P. O. Box 3621, Portland, OR 97208.

ARTICLE B: WEIGHING. Official weighing of Items 1 thru 13 shall be accomplished on Government scales.

ARTICLE C: REMOVAL OF PROPERTY. Contractor shall accomplish removal within five working days after request for pickup and will furnish all necessary labor and equipment for loading and removal. The property will be secured in such a manner to prevent it from dropping off the conveyance while being transported over Government property or public streets or highways. The contractor will leave the area in a clean and orderly manner acceptable to the agency. All quantities reported for pickup by the agency must be removed by the contractor. Removal and other work shall be coordinated with custodian and shall be accomplished between the hours of 9:00 AM and 3:30 PM, Mondays thru Fridays. Should the successful bidder elect to have another person remove the property, a letter of authorization must be furnished to the satisfaction of the custodian of the property. No Personnel, services or equipment will be furnished by the Government. Purchaser shall furnish all services and equipment necessary for removal. All industrial type equipment used by successful bidders on Government property to load, unload, tow, repair, modify, etc., must meet Occupation and Safety Health Administration standards.

ARTICLE D: ECONOMICAL QUANTITIES. It is recognized that benefits for the contractor depend on quantities to be picked up. Agency is encouraged to accumulate 1 ton of scrap metal before calling for pickup. Successful bidder will be required to furnish suitable drop off boxes or containers. Containers must be approved by the custodian.

ARTICLE E: REPORT OF PURCHASE MADE: Successful contractor shall furnish on or before the tenth (10) of each month a report of purchases made during the preceding month, by dollar value on each item upon which an award is received. The name of agency ordering the removal will be included. The report shall be made on GSA Form 72 (Rev. 2-72), and forwarded to the General Services Administration Personal Property Services Branch, Customer Service Bureau, PSS, Whse. 1, Auburn, WA 98002. Negative reports will be submitted. The right is specifically reserved to the Government to inspect without further notice such records of the contractor which pertain to purchases under any contract resulting from this invitation.

ARTICLE F: DAMAGE TO PROPERTY. The contractor shall indemnify the Government against any loss, claim or liability for damage caused by removal operation of the purchaser, to premises owned or leased by the Government. While in public buildings covered by the contract, the purchaser and his employees shall take such safeguards and precautions as are deemed essential to the best interest of the Government by the Contracting Officer.

ARTICLE G: METHOD OF AWARD. The contract for each type of metal will be awarded to that responsible bidder whose bid conforming to the Invitation will be most advantageous to the Government, price and other factors considered.

ARTICLE H: SEGREGATED SCRAP. The Government shall not be bound to deliver any scrap metal when it is in the best interest of the Government to sort for the purpose of grading.

ARTICLE I: INTEREST. The quarterly percentage rate established by the Department of Treasury reflecting the current value of funds to the Treasury, will be used instead of six percent under Condition 11 entitled "Interest" of the General Sale Terms and Conditions (Standard Form 114C 74 ed). This rate is published quarterly in the Treasury Department Bulletins.

ARTICLE J: DISPUTES. Condition No. 19, Disputes of the Standard Form 114C, General Sale Terms and Conditions, is deleted. Any contract resulting from this offering is subject to the Contract Disputes Act of 1978, Public Law 95-563. The current "Disputes" clause is hereby incorporated by reference. Copies of the clause are available upon request from the GSA Sales Office conducting this sale.

ARTICLE K: SALES TO GOVERNMENT EMPLOYEES. To the extent not prohibited by the regulations of an executive agency, an employee of such agency (either as a civilian or a member of the Armed Forces of the United States, including the U.S. Coast Guard on active duty) may be allowed to purchase Government personal property. The term "employee" as used in this statement includes an agent or immediate member of the household of the employee. GSA EMPLOYEES ARE INELIGIBLE.

ARTICLE L: BID DEPOSIT. Bidders are not required to furnish a bid deposit on this sale.

ARTICLE M: PERFORMANCE BOND. Items 1 thru 13, within ten (10) calendar days of date of Notice of Award, the successful bidder shall furnish a bond in the amount of \$2,500.00 for item awarded and \$100.00 for item 14. The performance bond shall be a bond on Standard Form 25, Cash, Money Order, Cashier's Check, Irrevocable Commercial Letter of Credit, Traveler's Checks and US Treasury Checks. The Performance Bond of the successful bidder will be returned when the terms and conditions of the resulting contract have been fulfilled. If the successful bidder, upon acceptance (60 calendar days if no period is specified), fails to execute such further contractual documents, if any, and give such bonds as may be required by the terms of the bid as accepted within the time specified (10 calendar days if no period is specified), after receipt of the forms by him, his contract may be terminated for default. In such event, he shall be liable for liquidated damages in accordance with Condition 9, Default of the General Sale Terms and Conditions, SF114C, March 1974 Edition. Such bond shall remain in force and effect until ninety (90) days after the final date of the contract period. The successful bidder shall not be permitted to begin performance until such time as the bond has been received.

ARTICLE N: FORMS OF PAYMENT. Personal or business checks are NOT acceptable. Acceptable forms of payment include cash, cashier's checks, irrevocable commercial letters of credit, money orders, traveler's checks, and US Treasury checks.

ARTICLE O: NOT USED.

ARTICLE P: BID BY AGENTS. If any bid is submitted by a person or concern acting as an agent, the bid must be accompanied by a notarized statement from the agent detailing the arrangement between the principal and agent together with a copy of the agency agreement.

ARTICLE Q: INDEBTEDNESS. Purchasers of surplus personal property must make arrangements to pay promptly all amounts administratively found to be due the United States Government arising out of their prior purchase of surplus personal property. Failure to pay any such amount due upon demand will be cause for rejection of all future bids until such time as the debt is paid.

ARTICLE R: CONSIDERATION OF BIDS. Telephonic and telegraphic bids are not acceptable and will not be accepted. The terms "telegraphic bid" and "telegraphic notice" include bids and notices by telegram or by mailgram. Qualified bids, i.e., bids specifying order of choice; or unsigned bids are not acceptable and will not be considered.

ARTICLE S: RESULTS OF SALE. High bid information will not be furnished until after award has been made on or about November 16, 1983. After this date, information may be obtained from the Regional Sales Office, GSA Center, Warehouse 1, Auburn, WA 98002, telephone (206) 931-7560, 7562 or 7566.

BIDDER'S NAME & ADDRESS
(TO BE IDENTICAL TO ENCLOSED BID)

Affix postage
stamp

GENERAL SERVICES ADMINISTRATION
SALES SECTION - 10FBP-1
GSA CENTER - WAREHOUSE 1
AUBURN, WA 98002

SALE NO: 10FB-P84-4TC
OPENING DATE: November 15, 1983, 10:30 AM

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, Ch. 60))

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ITEM BID PAGE

ITEM NO.	DESCRIPTION	UNIT OF ISSUE	PRICE BID PER UNIT
1	SCRAP IRON - STEEL AND GUY WIRE. Est. generation approx. 300 long/term Billing - No. 2 Heavy Melt - Seattle	Long/term	(+)____(-) <u>37.47</u> American Metal Market Low Quote
2.	SOLID COPPER - Heavy wall tubing & bar Est. generation approx. 10,000 lbs. Billing - Refiners Copper Scrap No. 1 Copper	lb.	(+)____(-)_____ American Metal Market
3.	MISCELLANEOUS SCRAP METAL - Brass, Bronze, Copper, Iron Est. generation approx. 30,000 lbs. Billing - Refiners Copper Scrap - Refinery Brass	lb.	(+)____(-)_____ American Metal Market
4.	COPPER WIRE - Hard drawn, bare wire Est. generation 30,000 lbs. Billing - Refiners Copper Scrap No. 1 Copper	lb.	(+)____(-)_____ American Metal Market
5.	COPPER CABLE - Lead cover insulated Est. generation approx. 50,000 lbs. Billing - Smelters Scrap Lead - Cable Lead	C WT	(+)____(-)_____ American Metal Market High Quote
6.	SCRAP COPPER WIRE - Insulated copper wire Est. generation approx. 45,000 lbs. Billing - Refiners Copper Scrap No. 2	lb.	(+)____(-)_____ American Metal Market
7.	ALUMINUM CONDUCTOR (A. C. S. R.) Est. generation approx. 100,000 lbs. Billing - Secondary Smelters Scrap Aluminum Mixed Low Copper Clips	lb.	(+)____(-)_____ American Metal Market High Quote
8.	CLEAN ALUMINUM Est. generation approx. 72,000 lbs. Billing - Secondary Smelters Scrap Aluminum Old Sheet & Cast	lb.	(+)____(-)_____ American Metal Market High Quote
9.	SCRAP ALUMINUM - Contaminated with steel Est. generation approx. 25,000 lbs. Billing - Secondary Smelters Scrap Aluminum Old Sheet & Cast	lb.	(+)____(-) <u>06</u> (0.124) American Metal Market Low Quote
10.	SCRAP COMMUNICATION EQUIPMENT: Consisting of meters, relays, etc. Est. generation approx. 44,800 lbs. or approx. 20 long/ton Billing Low Quote No. 2 Heavy Melt - Seattle	long/ton	(+) <u>97.00</u> (-)_____ American Metal Market Low Quote
11.	SCRAP ITEMS: Consisting of transformers, breakers, capacitors, etc. PCB provisions less than 50 PPM. Est. generation approx. 301 long/ton Billing - Low Quote No. 2 Heavy Melt - Seattle	long/ton	(+) <u>35.75</u> (-)_____ American Metal Market Low Quote
12.	SCRAP USED TOOLS: Miscellaneous lot of used tools, and other items and equipment. Est. generation approx. 40 long/ton Billing - Low Quote No. 2 Heavy Melt - Seattle	long/ton	(+)____(-)_____ American Metal Market Low Quote
13.	SCRAP BATTERIES: Substation type, w/glass or plastic cases. Acid weight included, pallet weight not included. Est. generation approx. 50,000 lbs Billing - Low Quote - Smelters Scrap lead-whole battery	C WT	(+)____(-)_____ American Metal Market Low Quote
14.	SCRAP WOOD - Miscellaneous sizes of lumber, planks, pallets and crates. Est. generation approx. 200,000 lbs. Billing: PAYMENT WILL BE FOR THE LOT & BILLED ONLY ONCE AT THE BEGINNING OF THE TERM CONTRACT. SUCCESSFUL BIDDER MUST BE ABLE TO REMOVE WOOD UPON REQUEST.	Lot	\$ _____

SALE OF GOVERNMENT PROPERTY—BID AND AWARD

INVITATION FOR BIDS NO.
10FB-P84-4TC

PAGE NO. 6

ISSUED BY

General Services Administration
Sales Section - 10FB-P
GSA Center - WHSE 1
Auburn, WA 98002

ADDRESS YOUR BID TO

GENERAL SERVICES ADMINISTRATION
SALES SECTION - 10FB-P1
GSA CENTER - WHSE. 1,
AUBURN, WA 98002

FOR INFORMATION CONTACT (Name & tel. no.)

BIDS WILL BE OPENED AT (Place, date and time)

N. E. Woodward
(206) 931-7560GENERAL SERVICES ADMIN. NOVEMBER 15, 1983 - 10:30 A.M.
SALES SECTION - 10FB-P Local time at place of bid
GSA CENTER, WHSE 1, AUBURN WA 98002 opening.

Sealed bids in one copy(ies) for purchasing any or all items listed on the accompanying schedule, will be received at the place designated above until the date and time specified above and at that time publicly opened, subject to: (1) The General Sale Terms and Conditions, SF 114C, Mar. '74 ed.; and Special Sealed Bid Conditions, SF 114C-1, Jan 1970 ed. ☒; Special Sealed Bid-Term Conditions SF 114C-2, Jan 1970 ed. ☒; all incorporated herein by reference; and such other special terms and conditions ☒ attached or ☒ incorporated herein by reference and identified as Special Conditions of Sale (Copies of these forms, unless attached hereto, are on file at the issuing office and will be made available upon request.) (2) BID DEPOSIT ☒ IS NOT REQUIRED; ☐ IS REQUIRED IN AN AMOUNT NOT LESS THAN 0 % OF THE TOTAL BID, MADE PAYABLE TO:

(3) Bidder is required to pay for any or all of the items listed on the Item Bid page(s) as part of this Bid, at the price set opposite each item, within 10 calendar days after date of award, and to remove the property within 3 calendar days after date of award by the Government. Personal or business checks are not acceptable, see ARTICLE N, page 3.

BID (This section to be completed by the Bidder)

In compliance with the above, the undersigned offers and agrees, if this Bid is accepted within _____ calendar days (60 calendar days if no period is specified by the Government or the Bidder, but not less than 10 calendar days in any case) after date of Bid opening, to pay for and remove the property. The total amount of the Bid(s) is \$ _____ and attached is the bid deposit, when required by the Invitation, in the form(s) of _____, in the amount of \$ _____.

BIDDER REPRESENTS THAT: (Check appropriate boxes)

- (1) He ☐ has, ☐ has not, inspected the property on which he is bidding.
 (2) He ☐ is, ☐ is not, an individual or a small business concern. (See CFR, Title 13, Chapter 1, Part 121, Sec. 121.3-9, for the definition of small business.) (Complete the following only if the total amount of the bid(s) exceeds \$25,000.)
 (3) (a) He ☐ has, ☐ has not, employed or retained any company or person (other than a full-time, bona fide employee working solely for the Bidder) to solicit or secure this contract, and (b) he ☐ has, ☐ has not, paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the Bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee", see CFR, Title 41, Subpart 101-45.3.)

NAME AND ADDRESS OF BIDDER (Street, city, state & ZIP Code)
(Type or print)

SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID

TELEPHONE NUMBER:

BIDDER IDENTIFICATION NO. (If applicable):

SIGNER'S NAME & TITLE (Type or print)

DATE OF BID

ACCEPTANCE BY THE GOVERNMENT (This section for Government use only)

ACCEPTED AS TO ITEM(S) NUMBERED

UNITED STATES OF AMERICA

DATE OF
ACCEPTANCE

BY

(Contracting Officer)

TOTAL AMOUNT

CONTRACT NUMBER(S)

NAME AND TITLE OF CONTRACTING OFFICER

N. E. Woodward.